Agenda Item Form

Districts Affected: ALL, 7, 8, 2 Dept. Head/Contact Information: Norman C. Merrifield/Alicia Terrazas (ext. 4057) Type of Agenda Item: □ Resolution
 □ ☐Staffing Table Changes ☐Board Appointments ☐Tax Installment Agreements ☐Tax Refunds □ Donations ☐RFP/ BID/ Best Value Procurement ☐Budget Transfer ☐ Item Placed by Citizen ☐ Application for Facility Use ☐Bldg. Permits/Inspection ☐Introduction of Ordinance ☐Interlocal Agreements ☐ Contract/Lease Agreement Grant Application Other Funding Source: General Fund Grant (duration of funds: ____ Months) ☑Other Source: <u>User Fee</u> Legal: □ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar Denied Timeline Priority: □High Medium # of days:___ □Low Why is this item necessary: Necessary to permit Independent Contractor Contracts to perform duties outlined in contracts Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings: Contracts are for performance of services. Maintenance and operating expenditures are nil. **Statutory or Citizen Concerns:** Demands and needs are met.

Agenda Date: 08/17/04

Departmental Concerns:

Approval of contracts enables Parks & Recreation Department to meet it's mission, objectives and functions.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to execute the following **INDEPENDENT CONTRACTOR** contracts on behalf of the **PARKS AND RECREATION DEPARTMENT**. Funding for these contracts is in fiscal year **2004/2005** appropriations to be approved by the City Council.

ACOSTA SPORTS CENTER

DEPARTMENT ID: 51010215, ACCOUNT 502215

1. CONTRACTOR: Beatrice Castillo, Score Keeper

DATES: September 01, 2004 through August 31, 2005

RATE PER HR: \$10.00 per game CONTRACT NO: **2004/2005-045**

2. CONTRACTOR: Anthony Crank, Score Keeper

DATES: September 01, 2004 through August 31, 2005

RATE PER HR: \$10.00 per game CONTRACT NO: **2004/2005-046**

3. CONTRACTOR: El Paso Umpires Association, Umpires & Score Keepers

DATES: September 01, 2004 through August 31, 2005

RATE PER HR: \$58.00 per game CONTRACT NO: **2004/2005-047**

4. CONTRACTOR: Fernando Gonzalez, Score Keeper

DATES: September 01, 2004 through August 31, 2005

RATE PER HR: \$10.00 per game CONTRACT NO: **2004/2005-048**

5. CONTRACTOR: Joe V. Hernandez, Score Keeper

DATES: September 01, 2004 through August 31, 2005

RATE PER HR: \$10.00 per game CONTRACT NO: **2004/2005-049**

CAROLINA RECREATION CENTER

DEPARTMENT ID: 51510073, ACCOUNT: 502214

6. CONTRACTOR: Alba Rubio, Kickboxing Instructor

DATES: September 01, 2004 through August 31, 2005

RATE PER HR: \$9.55

CONTRACT NO: 2004/2005-050

GALATZAN RECREATION CENTER

DEPARTMENT ID: 51510131, ACCOUNT: 502214

7. CONTRACTOR: Vanessa Campos, Ballet Instructor

DATES: September 01, 2004 through August 31, 2005

RATE PER HR: \$11.35

| 8. | CONTRACTOR: DATES: RATE PER HR: CONTRACT NO: | Katie Munoz, Gymnastics Instructor September 02, 2004 through August 31, 2005 \$9.55 2004/2005-052 |
|-----------------|--|--|
| 9. | CONTRACTOR: DATES: RATES PER HR: CONTRACT NO: | Guy Rosas, Martial Arts Instructor September 01, 2004 through August 31, 2005 \$11.35 2004/2005-053 |
| | | RECREATION CENTER 10074, ACCOUNT: 502214 |
| 10. | CONTRACTOR: DATES: RATES PER HR: CONTRACT NO: | Emmanuel Alfaro, Folklorico Instructor September 01, 2004 through August 31, 2005 \$10.00 2004/2005-054 |
| | APPROVED this | 17 th day of <u>August</u> , 2004. |
| | | THE CITY OF EL PASO |
| ATTE | ST: | |
| | | Joe Wardy Mayor |
| Richa City C | rda Duffy Momsen Clerk | |
| APPF | ROVED AS TO FORM: | APPROVED AS TO CONTENT: |
| 6 | | - Janul All |
| | alupe Cuellar ty City Attorney | Norman C. Merrifield, Director Parks & Recreation Department |



INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 51010215
CLASS: 51010
FUND: 16362
PROJECT: P500202
SPEED CHART: P0180
ACCOUNT: 502215
CONTRACT NO: 2004 2005 -045

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and <u>BEMTRICE CASTILLO</u>, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: Scerekerper Ferr Youth Bakkarsall, Youth Romand At Acosta CTR, Youth Bakkarsall, Blackie Chesser Darie,
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning September 1, 200 and be completed by <u>AUGUST 31, 200 5</u>.
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid a total fee not to exceed a maximum of 2.300.00. The fee shall be paid at a rate of 10.00 per class/game for a maximum of 230 classes games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. INDEPENDENT CONTRACTOR RELATIONSHIP Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



| Recei | 8. <u>NOTICE</u> Any notices required up t Requested, postage prepaid, to the | inder this contract ne following addres | shall be suffic s: | cient if sent by | Certified Mail, Return |
|------------------|--|--|---|--|--|
| CITY: | Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163 | CONTRACTOR: | Name: _ Address: _ SS#: _ Phone: _ | - | CASTILLO - |
| Shoul | 9. TERMINATION Either party man other party of the intention to terminate distribution to terminate may be terminated immediated | nate this contract, this agreement o | or at any time or if Contract | e by mutual agr tor is in breach | eement of the parties. of this contract, the |
| covera and th | 10. NO INSURANCE PROVIDED endent contractor, he/she has not been age regularly covered by the City of Eat he/she will secure similar coverage mages of any kind. | en provided with Wo El Paso Parks and | orker's Compe Recreation D | ensation Insura Department to it | nce or other insurance s regular employees; |
| that he | 11. COSTS AND EQUIPMENT Corequipment and support costs incure/she will be responsible for supply es to be provided. | rred in performing | the contract | ed services. Co | ontractor also agrees |
| of^ numbe | 12, <u>CONTINGENCY</u> This agreeme participants, and a maximer of participants is not reached, this | ent is contingent up num ofA s agreement shall | on paid regist particip be null and v | tration for the presents. In the everyold. | rogram of a minimum ent that the minimum |
| | IN WITNESS WHEREOF the parties | s have executed th | is agreement | in El Paso. Tex | as on this |
| | day of | | • | , | |
| | | | ΓY OF EL PAS | O TEVAS | |
| ATTES | Γ : | OI | IT OF EL PAS | O, TEXAS | |
| | | Jo | e Wardy, Mayo | r | |
| Richard | a Duffy Momsen | | NTRACTOR: | | |
| City Cle | rk | | R | inco Casto | 00. |
| APPRO | VED AS TO FORM: | AP | | TO CONTENT: | |
| | | | Mond | | 4 1 |
| Guadalı | ipe Cuellar | | rks & Recreation | on Director | |
| Deputy (| City Attorney | • | J., D. | 2 Man | |
| | | Pro | gram Coordina | ator | <u> </u> |
| | | | 16 mb | und / | tare |
| | | Su | perintendent | 17/ | |
| | | | SUL | Int | |
| | | Adi | ministrative Ana | alyst | |

COUNTY OF EL PASO



INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 51010215 CLASS: 51010

CLASS: 51010 FUND: 16302 PROJECT: PSO202 SPEED CHART: PO180

ACCOUNT: 502215 CONTRACT NO: 2004 2005-046

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and _______, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City:

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: Sucretainly Tok Nouth FB, Nouth Backers 444. At UARIOUS YEARS [ACUSTA CTV2.
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning <u>September 1,2004</u> and be completed by <u>Aucust 31, 2005</u>
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid a total fee not to exceed a maximum of \$2,300.00. The fee shall be paid at a rate of \$100 per class game for a maximum of 230 classes games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

| CITY: Mayor, City of El Paso, Texas | CONTRACTOR: Name: ANTHONY CRANK |
|--|--|
| 2 Civic Center Plaza | Address: |
| El Paso, Texas 79901-1163 | SS#: . |
| | Phone: |
| should the City have cause to termina | nay terminate this contract without cause after 10 days written notice ninate this contract, or at any time by mutual agreement of the parties te this agreement or if Contractor is in breach of this contract, the ely upon notification to the contractor of the cause for termination. |
| coverage regularly covered by the City of | Contractor specifically acknowledges that, in his/her capacity as an een provided with Worker's Compensation Insurance or other insurance EI Paso Parks and Recreation Department to its regular employees; age so as to protect his/her interest in the event of any personal injuries |
| travel, equipment and support costs inc | ontractor understands that he/she is responsible for all overhead, urred in performing the contracted services. Contractor also agrees ying all equipment and instrumentalities necessary to carry out the |
| ofparticipants, and a maximumber of participants is not reached, the | ent is contingent upon paid registration for the program of a minimum mum of participants. In the event that the minimum nis agreement shall be null and void. |
| IN WITNESS WHEREOF the partie | es have executed this agreement in El Paso, Texas on this |
| day of | |
| | CITY OF EL PASO, TEXAS |
| ATTEST: | , , <u>, , , , , , , , , , , , , , , , , </u> |
| | Joe Wardy, Mayor |
| | |
| Richarda Duffy Momsen City Clerk | CONTRACTOR: |
| • | _ Chuthey (new) |
| APPROVED AS TO FORM: | ARPROVED AS TO CONTENT: |
| | $\mathcal{L}_{\mathbf{r}}$ |
| Guadalupe Cuellar | Parks Recreation Director |
| Deputy City Attorney | to all Male |
| | Program Goordingtor |
| | - March James |
| | Supermeterit |

COUNTY OF EL PASO



INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 5/6/02/5 CLASS: 5/0/0 FUND: 16362 PROJECT: 8500202 SPEED CHART: 80/80

ACCOUNT: 5022157 CONTRACT NO: 2004/2005-

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and El PASO Un piecs Association, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: (Reside Supplies Services) Fire Neutral Basicali
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning Septem Big 1,2004 and be completed by <u>AUGUST 31,2005</u>.
- 3. <u>COMPENSATION AND METHOD OF PAYMENT</u> The Contractor shall be paid a total fee not to exceed a maximum of <u>14,640.00</u>. The fee shall be paid at a rate of per class/game for a maximum of classes games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

EHANO Pada 6 Recustion

| 8. NOTICE Any notices required | under this contract sh | all he cuffi | cient if sent by Certified Mail, Returr |
|--|--|----------------------------|--|
| Receipt Requested, postage prepaid, to t | the following address: | | |
| CITY: Mayor, City of El Paso, Texas | CONTRACTOR: | Nama | ELPASO UMPIRES ASCOCIATION C/D PERRY HUDOLESTON |
| 2 Civic Center Plaza | | Address: _ | |
| El Paso, Texas 79901-1163 | | SS#: _ | |
| | | Phone: _ | |
| O TERMINATION Fither and | | | |
| to the other party of the intention to term Should the City have cause to terminate contract may be terminated immediate | iinate this contract, or te this agreement or i | at any time if Contract | or is in breach of this contract, the |
| 10. NO INSURANCE PROVIDED independent contractor, he/she has not be coverage regularly covered by the City of and that he/she will secure similar coverage or damages of any kind. | en provided with Work El Paso Parks and Re | er's Compe creation D | epartment to its regular employees |
| 11. COSTS AND EQUIPMENT Co travel, equipment and support costs incuthat he/she will be responsible for supply services to be provided. | urred in performing the | e contracte | he is responsible for all overhead, ed services. Contractor also agrees ntalities necessary to carry out the |
| of Participants, and a maximumber of participants is not reached, the IN WITNESS WHEREOF the participants | is agreement shall be | null and v | oid. |
| day of | | | |
| | CITY | OF EL PAS | O TEXAS |
| ATTEST: | | | 5,12,0,0 |
| ATTEOT. | | | |
| | Joe W | /ardy, Mayor | • |
| Richarda Duffy Momsen | | RACTOR: | |
| City Clerk | 7 | | 11.111 4. |
| APPROVED AS TO FORM: | <u> </u> | OVEDAST | O CONTENT: |
| | 7.7 | / ^ | A A A |
| | | (m) | |
| Guadalupe Cuellar | Park | & Recreation | n Rirector |
| Deputy City Attorney | * | Sour | Jerre |
| | Progra | m Coordina | tor |
| | 16 | mling | & force |
| | Superi | ntendent | |
| | | XKN | 14 |
| | Admin | istrative Ana | lyst |

COUNTY OF EL PASO



INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 5/0/02/5 CLASS: 5/0/0 FUND: (6302 PROJECT: 19500202 SPEED CHART: 190/80

ACCOUNT: 502215 CONTRACT NO: 2064/2065

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and TERNIMON GMZALEZ, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City:

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: Scare Compare for Thompson, NOCCA
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning September 1, 2004 and be completed by <u>AUCUST 31, 2005</u>.
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid a total fee not to exceed a maximum of 1,75000. The fee shall be paid at a rate of per class game for a maximum of 175 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. INDEPENDENT CONTRACTOR RELATIONSHIP Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

EHASO-Parks & Recustion CONTRACT NO: 2004/2005-048

| Receipt Requested, postage prepaid, to | lunder this contract shall be sufficient if sent by Certified Mail, Return the following address: |
|--|---|
| CITY: Mayor, City of El Paso, Texas | CONTRACTOR: Name: TERNAND CONSALEZ |
| 2 Civic Center Plaza | Address: |
| El Paso, Texas 79901-1163 | SS#: _ |
| | Phone: _ |
| to the other party of the intention to terr Should the City have cause to termina | nay terminate this contract without cause after 10 days written notice minate this contract, or at any time by mutual agreement of the parties ate this agreement or if Contractor is in breach of this contract, the tely upon notification to the contractor of the cause for termination |
| independent contractor, he/she has not be coverage regularly covered by the City of | Contractor specifically acknowledges that, in his/her capacity as an een provided with Worker's Compensation Insurance or other insurance f El Paso Parks and Recreation Department to its regular employees; age so as to protect his/her interest in the event of any personal injuries |
| travel, equipment and support costs inc | ontractor understands that he/she is responsible for all overhead curred in performing the contracted services. Contractor also agrees lying all equipment and instrumentalities necessary to carry out the |
| of participants, and a maxinumber of participants is not reached, t | nent is contingent upon paid registration for the program of a minimum mum of participants. In the event that the minimum his agreement shall be null and void. |
| IN WITNESS WHEREOF the parti | es have executed this agreement in El Paso, Texas on this |
| day of | |
| | |
| | CITY OF EL PASO, TEXAS |
| ATTEST: | |
| | Joe Wardy, Mayor |
| Richarda Duffy Momsen | CONTRACTOR: |
| City Clerk | For Corre O. |
| APPROVED AS TO FORM: | APPROVED AS TO CONTENT: |
| | APPROVED AS TO CONTENT: |
| Guadalupe Cuellar | Parks & Recreation Director |
| Deputy City Attorney | Fairs Recleation Director |
| | Program Coordinator . |
| | Superintenden Turcia |

COUNTY OF EL PASO

) EHASO | Park 1 Rename | The fun Expert

INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 51010215 CLASS: 51010 FUND: 16302

FUND: 16302
PROJECT: 1500202
SPEED CHART: 10180
ACCOUNT: 502215
CONTRACT NO: 2004 12005-

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and <u>つらら い りられいのもる</u>, hereinafter referred to as "Contractor," witnesseth:

049

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: Scientific for North BASKETBALL AT ACOSTA CTR, WHELOT WHICK PARK, WHENCED PARK
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning <u>September 1,2004</u> and be completed by <u>Aυωςτ 31, 2005</u>.
- 3. <u>COMPENSATION AND METHOD OF PAYMENT</u> The Contractor shall be paid a total fee not to exceed a maximum of <u>\$2,200.00</u>. The fee shall be paid at a rate of <u>\$10.00</u> per class/game for a maximum of <u>220</u> classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

| 8. NOTICE Any notices required und Receipt Requested, postage prepaid, to the f | er this contract shall be sufficient if sent by Certified Mail, Return following address: |
|---|--|
| | Address:SS#:Phone: |
| to the other party of the intention to terminat Should the City have cause to terminate th | erminate this contract without cause after 10 days written notice e this contract, or at any time by mutual agreement of the parties. its agreement or if Contractor is in breach of this contract, the upon notification to the contractor of the cause for termination. |
| independent contractor, he/she has not been p coverage regularly covered by the City of El F | ntractor specifically acknowledges that, in his/her capacity as an provided with Worker's Compensation Insurance or other insurance Paso Parks and Recreation Department to its regular employees; so as to protect his/her interest in the event of any personal injuries |
| travel, equipment and support costs incurred | actor understands that he/she is responsible for all overhead, d in performing the contracted services. Contractor also agrees all equipment and instrumentalities necessary to carry out the |
| ofparticipants, and a maximum number of participants is not reached, this agreement is | s contingent upon paid registration for the program of a minimum of participants. In the event that the minimum greement shall be null and void. |
| | ave executed this agreement in El Paso, Texas on this |
| day of | are should the agreement in Liviaso, rexas on this |
| , | CITY OF EL DAGO, TEVAO |
| ATTEST. | CITY OF EL PASO, TEXAS |
| ATTEST: | |
| | Joe Wardy, Mayor |
| Richarda Duffy Momsen | CONTRACTOR: |
| City Clerk | A LO O |
| APPROVED AS TO FORM: | Hoe V. Manuale |
| | APPROVED AS TO CONTENT: |
| | _ /low (/ / / /) |
| Guadalupe Cuellar | Parks Recreation Director |
| Deputy City Attorney | Lould Ho |
| | Program Coordinator) |
| | - Know dancing |
| | Superintendent |
| | I Unt |
| | Administrative Analyst |



INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 51510073
CLASS: 51052
FUND: 16308
PROJECT: 19500208
SPEED CHART: PO 186
ACCOUNT: 502214
CONTRACT NO: 2004 | 2005-

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and <u>ALBA RUBIO</u>, hereinafter referred to as "Contractor." witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: INSTRUCT KICK BOXING CLASSES AT CAROLINA CTR.
- 2. TIME OF PERFORMANCE The services of Contractor are to be performed beginning SEPT. 1, 2004 and be completed by 40 31, 2005.
 - 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid a total fee not to exceed a maximum of \$1986.40 The fee shall be paid at a rate of 9.55 per class/game for a maximum of 208 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
 - 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
 - 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
 - 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
 - 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



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| 8. NOTICE Any notices required Receipt Requested, postage prepaid, to | d under this contract shall be sufficient if sent by Certified Mail, Return to the following address: |
|--|---|
| CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163 | CONTRACTOR: Name: ALBA RUBIO Address: SS#: Phone: |
| to the other party of the intention to ter Should the City have cause to termin | may terminate this contract without cause after 10 days written notice minate this contract, or at any time by mutual agreement of the parties ate this agreement or if Contractor is in breach of this contract, the ately upon notification to the contractor of the cause for termination |
| independent contractor, he/she has not be coverage regularly covered by the City of | D Contractor specifically acknowledges that, in his/her capacity as an been provided with Worker's Compensation Insurance or other insurance of El Paso Parks and Recreation Department to its regular employees; rage so as to protect his/her interest in the event of any personal injuries |
| travel, equipment and support costs in | Contractor understands that he/she is responsible for all overhead, icurred in performing the contracted services. Contractor also agrees plying all equipment and instrumentalities necessary to carry out the |
| 12. <u>CONTINGENCY</u> This agreed of participants, and a max number of participants is not reached, | ment is contingent upon paid registration for the program of a minimum ximum of participants. In the event that the minimum this agreement shall be null and void. |
| IN WITNESS WHEREOF the par | ties have executed this agreement in El Paso, Texas on this |
| day of | |
| | CITY OF EL PASO, TEXAS |
| ATTECT. | on of Elizabeth |
| ATTEST: | |
| | Joe Wardy, Mayor |
| Richarda Duffy Momsen | CONTRACTOR: |
| City Clerk | V OIL D QUE |
| | X Was 3, such |
| APPROVED AS TO FORM: | APPROVED AS TO CONTENT: |
| Guadalupe Cuellar | Porto & Proportion Director |
| Deputy City Attorney | Parks & Recreation Director |
| • | |
| | Program Geordinator |
| | Stingermandort |

COUNTY OF EL PASO

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The fun Spars

INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 5/5/0/31
CLASS: 5/0/2
FUND: 1/3/4
PROJECT: P5/0/214
SPEED CHART: P 0/19/2
ACCOUNT: 50/2/14

CONTRACT NO: 2004/2005-051

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and <u>VANESSA CAMPOS</u>, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: Instructor of Ballet AT GALATZAN REC. CENTER.
 - 2. TIME OF PERFORMANCE The services of Contractor are to be performed beginning SEPTEMBER 01, 2007 and be completed by August 31, 2005.
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid a total fee not to exceed a maximum of 35/107.50 The fee shall be paid at a rate of 11.55 per class/game for a maximum of 450 classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.



| Receipt Requested, postage prepaid, to t | under this contract shall be sufficient if sent by Certified Mail, Return the following address: |
|--|--|
| CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163 | CONTRACTOR: Name: VANESSA CAMPOS Address: 2 SS#: . Phone: |
| to the other party of the intention to terminate Should the City have cause to terminate | ay terminate this contract without cause after 10 days written notice inate this contract, or at any time by mutual agreement of the parties. The this agreement or if Contractor is in breach of this contract, the ely upon notification to the contractor of the cause for termination. |
| coverage regularly covered by the City of | Contractor specifically acknowledges that, in his/her capacity as an en provided with Worker's Compensation Insurance or other insurance El Paso Parks and Recreation Department to its regular employees; ge so as to protect his/her interest in the event of any personal injuries |
| travel, equipment and support costs incu | ntractor understands that he/she is responsible for all overhead, arred in performing the contracted services. Contractor also agrees ying all equipment and instrumentalities necessary to carry out the |
| 12. CONTINGENCY This agreement of 20 participants, and a maximumber of participants is not reached, this | ent is contingent upon paid registration for the program of a minimum num of $\underline{50}$ participants. In the event that the minimum is agreement shall be null and void. |
| IN WITNESS WHEREOF the partie | es have executed this agreement in El Paso, Texas on this |
| ATTEST: | CITY OF EL PASO, TEXAS |
| | Joe Wardy, Mayor |
| Richarda Duffy Momsen City Clerk | CONTRACTOR: |
| APPROVED AS TO FORM: | APPROVED AS TO CONTENT: |
| Guadalupe Cuellar | Parks & Recreation Director |
| Deputy City Attorney | Program Coordinator |
| | Superintendebt |

COUNTY OF EL PASO

referred to as "Contractor," witnesseth:



INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 5/5/0/3/
CLASS: 5/062
FUND: /63/4
PROJECT: /5002/4
SPEED CHART: //0/92
ACCOUNT: 5022/4

CONTRACT NO: 2004/2005-052

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and KATIE MUÑOZ . hereinafter

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and INSTRUCTOR OF GYMNASTICS AT GALATZAN REC. CENTER

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. <u>SCOPE OF EMPLOYMENT</u> The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services:
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning <u>September 02, 2004</u> and be completed by <u>August 31, 2005</u>.
- 3. <u>COMPENSATION AND METHOD OF PAYMENT</u> The Contractor shall be paid a total fee not to exceed a maximum of 33,34250. The fee shall be paid at a rate of 9,550 per class game for a maximum of 350 classes games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. INDEPENDENT CONTRACTOR RELATIONSHIP Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

EHUSO-Parts & Recustion

| Parts & Reseases Refun Expens 8 NOTICE Any notices required under this | contract shall be sufficient if sent by Certified Mail, Return |
|---|--|
| Receipt Requested, postage prepaid, to the following | |
| CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163 | ACTOR: Name: KATIE MUÑOZ Address: SS#: Phone: |
| to the other party of the intention to terminate this c Should the City have cause to terminate this agr | ate this contract without cause after 10 days written notice contract, or at any time by mutual agreement of the parties. eement or if Contractor is in breach of this contract, the otification to the contractor of the cause for termination. |
| independent contractor, he/she has not been provide coverage regularly covered by the City of El Paso P | or specifically acknowledges that, in his/her capacity as an of with Worker's Compensation Insurance or other insurance arks and Recreation Department to its regular employees; or protect his/her interest in the event of any personal injuries |
| travel, equipment and support costs incurred in pe | understands that he/she is responsible for all overhead, erforming the contracted services. Contractor also agrees uipment and instrumentalities necessary to carry out the |
| 12. <u>CONTINGENCY</u> This agreement is continuous of participants, and a maximum of number of participants is not reached, this agreement | ingent upon paid registration for the program of a minimum <u>30</u> participants. In the event that the minimum ent shall be null and void. |
| IN WITNESS WHEREOF the parties have ex | ecuted this agreement in El Paso, Texas on this |
| day of , , | · |
| | CITY OF EL PASO, TEXAS |
| ATTEST: | |
| | Joe Wardy, Mayor |
| Richarda Duffy Momsen City Clerk | CONTRACTOR: Meno |
| APPROVED AS TO FORM: | APPROVED AS TO CONTENT: |
| Guadalupe Cuellar Deputy City Attorney | Parks & Recreation Director |
| | Program Coordinator |

Superintendent

COUNTY OF EL PASO

) EHASO Paris & Remarks
) Paris & Remarks
) Paris of Remarks

INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 5/5/0/31
CLASS: 5/062
FUND: /63/4
PROJECT: P5062/4
SPEED CHART: PO 192
ACCOUNT: 5022/4

CONTRACT NO: 2004/2005-053

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and <u>Guy Rosas</u>, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and INSTRUCTOR OF MARTIAL ARTS AT GALATZAN REC.

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services:
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning SEPTEMBER 01, 2004 and be completed by <u>Hugust 31, 2005</u>.
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid a total fee not to exceed a maximum of \$\frac{95}{107.20}\$. The fee shall be paid at a rate of \$\frac{1135}{20}\$ per class/game for a maximum of \$\frac{450}{450}\$ classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

| 8. NOTICE Any notices required under t Receipt Requested, postage prepaid, to the following the state of the | his contract shall be sufficient if sent by Certified Mail, Return bying address: |
|--|--|
| | Address: SS#: Phone: Phone: Procest Address Procest Proces |
| Should the City have cause to terminate this a | ninate this contract without cause after 10 days written notice his contract, or at any time by mutual agreement of the parties. agreement or if Contractor is in breach of this contract, the n notification to the contractor of the cause for termination. |
| coverage regularly covered by the City of El Paso | actor specifically acknowledges that, in his/her capacity as an rided with Worker's Compensation Insurance or other insurance of Parks and Recreation Department to its regular employees; is to protect his/her interest in the event of any personal injuries |
| travel, equipment and support costs incurred in | or understands that he/she is responsible for all overhead, performing the contracted services. Contractor also agrees equipment and instrumentalities necessary to carry out the |
| 12. <u>CONTINGENCY</u> This agreement is continuous of <u>20</u> participants, and a maximum of number of participants is not reached, this agreement is continuous continuous and a maximum of number of participants is not reached, this agreement is continuous con | ontingent upon paid registration for the program of a minimum participants. In the event that the minimum ement shall be null and void. |
| | executed this agreement in El Paso, Texas on this |
| day of , , | • |
| ATTEST: | CITY OF EL PASO, TEXAS |
| | Joe Wardy, Mayor |
| Richarda Duffy Momsen City Clerk | CONTRACTOR: |
| APPROVED AS TO FORM: | APPROVED AS TO CONTENT: |
| Guadalupe Cuellar Deputy City Attorney | Parks & Recreation Director Program Coordinator |
| | Administrative Analyst |



INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 5/5/0074
CLASS: 5/056
FUND: 16331
PROJECT: P500247
SPEED CHART: P03/0
ACCOUNT: 5/023/4
CONTRACT NO: 3/04/2005-054

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and Emphruez Highes, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services:
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning and be completed by <u>Hub 31, 2005</u>.
- 3. <u>COMPENSATION AND METHOD OF PAYMENT</u> The Contractor shall be paid a total fee not to exceed a maximum of 3650.00. The fee shall be paid at a rate of 510 per class game for a maximum of 365 classes games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

| 8. NOTICE Any notices required | under this contract s | hall be sufficient if sent by | / Cortified Mail Detur |
|---|--|--|--|
| Receipt Requested, postage prepaid, to | the following address |) : | • |
| CITY: Mayor, City of El Paso, Texas | CONTRACTOR: | Name: Emmanua | EL HIPARD |
| 2 Civic Center Plaza | | Address: | |
| El Paso, Texas 79901-1163 | | SS#: _ | |
| | | Phone: _ | - |
| 9. TERMINATION Either party me to the other party of the intention to term Should the City have cause to terminate contract may be terminated immediate. | ninate this contract, c te this agreement or | or at any time by mutual ag r if Contractor is in breac | reement of the parties |
| 10. NO INSURANCE PROVIDED independent contractor, he/she has not be coverage regularly covered by the City of and that he/she will secure similar covera or damages of any kind. | Contractor specificates provided with Work El Paso Parks and F | ally acknowledges that, in ker's Compensation Insura | his/her capacity as an ance or other insurance |
| 11. <u>COSTS AND EQUIPMENT</u> Cotravel, equipment and support costs incuthat he/she will be responsible for supply services to be provided. | urred in performing t | he contracted services. C | Contractor also agrees |
| 12. <u>CONTINGENCY</u> This agreement of 30 participants, and a maximumber of participants is not reached, the | num of | participants. In the ev | orogram of a minimum vent that the minimum |
| IN WITNESS WHEREOF the partie | es have executed this | agreement in El Paso, Te | xas on this |
| day of | | | |
| | CITY | Y OF EL PASO, TEXAS | |
| ATTECT. | 5 | . 5. 2. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. | |
| ATTEST: | | | |
| | Joe | Wardy, Mayor | |
| | | | |
| Richarda Duffy Momsen | CON | ITRACTOR: | |
| City Clerk | VZ | - 1 (1) 1 - | |
| APPROVED AS TO FORM: | APP | ROYED AS TO CONTENT: | |
| and a second control of the control | | | 1/4 |
| | and any | Jan / | |
| Guadalupe Cuellar Deputy City Attorney | Park | s & Recreation Director | |
| Deputy Only Attorney | | illent | |
| | Prog | ram Godrdinator | |
| | | as a | New |
| | Supe | printendent | |
| | / (| 1111 | |